

EXHIBIT B

McKESSON CORPORATION
EMPLOYEES' LONG TERM DISABILITY PLAN DOCUMENT
AS AMENDED BY EBC RESOLUTION
MARCH 27, 1983

1. PURPOSE

This Plan and the Trust created hereunder are intended to qualify as the Plan and Trust of a Voluntary Employees' Beneficiary Association within the meaning of Section 501(c)(9) of the Internal Revenue Code of 1954. The fundamental purpose of the Plan is to provide long-term disability benefits to those employees of McKesson Corporation and its subsidiaries or affiliates ("Company") who are eligible for and elect to enroll in the Plan. No part of the net earnings of the Trust created under the Plan shall in any manner whatsoever (other than through the payment to Employees of the benefits described in the Plan) inure to the benefit of the Company, any private shareholder or individual.

This Plan is effective December 1, 1976.

2. DEFINITIONS

(a) "Employee" means a regular full time employee on the payroll of the Company. "Employee" does not include any person whose customary work week is less than the usual full-time work schedule of the unit employing that person.

(b) "Member" means an Employee who is participating in the Plan or who is receiving benefits pursuant to the Plan.

(c) "Committee" means the Employee Benefits Committee of the Company.

(d) "Monthly Salary" means the basic monthly salary or wages paid to an employee for the regular work schedule. Monthly Salary does not include shift, overtime, bonus pay and any other extra or additional remuneration of any kind. For a commission sales representative, Monthly Salary means the average monthly pay rate in the twelve (12) months immediately prior to disability. If the sales representative has been employed less than twelve months prior to disability, the monthly salary rate for benefits and contributions is the average estimated monthly earnings rate for the particular job assignment, as determined in advance by the employer.

(e) "Pre-disability Monthly Salary" means a Member's Monthly Salary immediately prior to the commencement of Total Disability.

(f) "Total Disability" means that because of injury or sickness a Member is unable, for the first two years of receiving benefits hereunder to perform each and every duty of the Member's occupation. Thereafter, a Member will be considered totally disabled if unable to perform the duties of any occupation for which the member might reasonably be suited by training, experience or education. A Member will not be considered to have a Total Disability unless under the care of a licensed physician. To establish that a disability meets either of these two definitions, the Claims Administrator will require proof of total disability and may assign a licensed physician to perform periodic medical examinations.

(g) "Rehabilitative Employment" means any occupation or employment for wage or profit, for which the Member is reasonably qualified by education, training or experience, engaged in by the Member while unable to fully perform the assigned occupation as a result of injury or sickness.

(h) "Claims Administrator" means the Prudential Insurance Company or such other organization which may hereafter enter into an Agreement with the Company to provide administrative services to the Plan.

(i) "Elimination Period" means one hundred eighty (180) days of continuous total disability before benefits become payable. However, an immediately preceding period of Total Disability for the same or related cause will also count towards satisfying the Elimination Period, if the Member does not return to work for more than ninety (90) days between the absences.

3. ELIGIBILITY AND ENROLLMENT

(a) An Employee, other than an Employee covered by a collectively bargained Health and Welfare Benefit Plan, is eligible to enroll in the Plan on date of hire or within thirty-one (31) days following date of hire. Employees who are enrolled in the McKesson Corporation Long Term Disability Plan ("Prior Plan") on November 30, 1976 will automatically be enrolled in this Plan on December 1, 1976. Any Employee who was on an authorized leave of absence on December 1, 1976 and would have been eligible to enroll in the Prior Plan upon return to employment without presenting satisfactory evidence of good health, shall be eligible to enroll within thirty-one (31) days following return to employment from such leave, without presenting satisfactory evidence of good health. An Employee who does not enroll in the Plan when first eligible or within thirty-one (31) days thereafter, shall be allowed to enroll in the Plan upon acceptance by the Claims Administrator acting on behalf of the Plan Administrator of satisfactory evidence of good health. Such evidence is to be obtained at the expense of the Employee.

(f) "Total Disability" means that because of injury or sickness a Member is unable, for the first two years of receiving benefits hereunder to perform each and every duty of the Member's occupation. Thereafter, a Member will be considered totally disabled if unable to perform the duties of any occupation for which the member might reasonable be suited by training, experience or education. A Member will not be considered to have a Total Disability unless under the care of a licensed physician. To establish that a disability meets either of these two definitions, the Claims Administrator will require proof of total disability and may assign a licensed physician to perform periodic medical examinations.

(g) "Rehabilitative Employment" means any occupation or employment for wage or profit, for which the Member is reasonably qualified by education, training or experience, engaged in by the Member while unable to fully perform the assigned occupation as a result of injury or sickness.

(h) "Claims Administrator" means the Prudential Insurance Company or such other organization which may hereafter enter into an Agreement with the Company to provide administrative services to the Plan.

(i) "Elimination Period" means one hundred eighty (180) days of continuous total disability before benefits become payable. However, an immediately preceding period of Total Disability for the same or related cause will also count towards satisfying the Elimination Period, if the Member does not return to work for more than ninety (90) days between the absences.

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This Plan is effective December 1, 1976.

2. DEFINITIONS

(a) "Employee" means a regular full time employee on the payroll of the Company. "Employee" does not include any person whose customary work week is less than the usual full-time work schedule of the unit employing that person.

(b) "Member" means an Employee who is participating in the Plan or who is receiving benefits pursuant to the Plan.

(c) "Committee" means the Employee Benefits Committee of the Company.

(d) "Monthly Salary" means the basic monthly salary or wages paid to an employee for the regular work schedule. Monthly Salary does not include shift, overtime, bonus pay and any other extra or additional remuneration of any kind. For a commission sales representative, Monthly Salary means the average monthly pay rate in the twelve (12) months immediately prior to disability. If the sales representative has been employed less than twelve months prior to disability, the monthly salary rate for benefits and contributions is the average estimated monthly earnings rate for the particular job assignment, as determined in advance by the employer.

(e) "Pre-disability Monthly Salary" means a Member's Monthly Salary immediately prior to the commencement of Total Disability.

(b) An Employee's participation in the Plan shall commence on the first of the month following enrollment or in the case of late enrollment, the first of the month following acceptance of the Claims Administrator of satisfactory evidence of good health. If the Employee is not at work on the day participation otherwise would take effect, participation shall commence on the date the Employee returns to full-time active work.

(c) An Employee shall enroll in the Plan by filing with the payroll office a payroll withholding authorization form and such other forms as may be prescribed by the Plan Administrator.

(d) A Member's participation in the Plan ceases if the Plan is discontinued or if the Member:

- (1) Voluntarily discontinues coverage;
- (2) Fails to pay the required contributions;
- (3) Enters military service;
- (4) Ceases to be a regular full-time employee;
- (5) Terminates employment; or
- (6) Becomes covered by a collectively bargained Health & Welfare Plan.

Termination of coverage will be without prejudice to any claim originating prior thereto for which benefits are payable.

4. MEMBER CONTRIBUTIONS

The long-term disability benefits under the Plan shall be paid for entirely by contributions from Members and shall be collected through payroll deduction. No contributions are required from a Member while such Member is receiving benefits under the Plan. The rate of contribution shall be set by the Plan Administrator.

5. ELIGIBILITY FOR AND DURATION OF DISABILITY BENEFITS

(a) A Member who has a Total Disability shall be eligible for the long term disability benefits provided by the Plan after completing the Elimination Period. No benefits shall be payable under the Plan for a Total Disability resulting from any of the following:

- (1) Declared or undeclared war or any act thereof or sustained when in the military, naval or air service of any country or international authority; except if sustained while a member of a United

States Armed Forces Reserve Component (land, sea or air) and during only usual and scheduled only usual and schedule training meetings, drills and training periods;

- (2) Suicide, attempted suicide or intentionally self-inflicted injury, while sane or insane;
- (3) Engaging in the commission of any crime or riot.

(b) A Member who is receiving benefits under the Plan shall continue to do so until the earliest of the following dates:

- (1) The date of Member's death;
- (2) The date Total Disability ceases, as determined by the Claims Administrator or Plan Administrator;
- (3) The date of a Member's 65th birthday; however, if the Member is disabled on or after age 62, benefits will be payable according to the following chart:

Age at Disablement	Termination of Benefits
62	Expiration of 3 1/2 years
63	" 3 years
64	" 2 1/2 years
65	" 2 years
66	" 1 3/4 years
67	" 1 1/2 years
68	" 1 1/4 years
69	" 1 year

Benefits payable after age 65 will be reduced by retirement Social Security (primary and dependent) and payments from the Pension Corporation Retirement Plan.

(c) If a Member returns to work after a period of absence to a Total Disability for which benefits were received under the Plan and again becomes disabled within ninety (90) days of return to work, and if such Total Disability is attributable to same or related causes as the prior Total Disability, such Member shall not be required to satisfy another Elimination Period and such Total Disabilities shall be treated as continuous.

(d) If a Member returns to work after a period of absence to a Total Disability and becomes disabled by a cause related to the prior Total Disability or after returning to work more than ninety (90) days becomes disabled by a cause

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(c) If a Member returns to work after a period of absence due to a Total Disability for which benefits were received under this Plan and again becomes disabled within ninety (90) days of return to work, and if such Total Disability is attributable to the same or related causes as the prior Total Disability, such Member shall not be required to satisfy another Elimination Period and such Total Disabilities shall be treated as continuous.

(d) If a Member returns to work after a period of absence due to a Total Disability and becomes disabled by a cause unrelated to the prior Total Disability or after returning to work for more than ninety (90) days becomes disabled by a cause

(b) An Employee's participation in the Plan shall commence on the first of the month following enrollment or in the case of late enrollment, the first of the month following acceptance of the Claims Administrator of satisfactory evidence of good health. If the Employee is not at work on the day participation otherwise would take effect, participation shall commence on the date the Employee returns to full-time active work.

(c) An Employee shall enroll in the Plan by filing with the payroll office a payroll withholding authorization form and such other forms as may be prescribed by the Plan Administrator.

(d) A Member's participation in the Plan ceases if the Plan is discontinued or if the Member:

- (1) Voluntarily discontinues coverage;
- (2) Fails to pay the required contributions;
- (3) Enters military service;
- (4) Ceases to be a regular full-time employee;
- (5) Terminates employment; or
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Termination of coverage will be without prejudice to any claim originating prior thereto for which benefits are payable.

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The long-term disability benefits under the Plan shall be paid for entirely by contributions from Members and shall be collected through payroll deduction. No contributions are required from a Member while such Member is receiving benefits under the Plan. The rate of contribution shall be set by the Plan Administrator.

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identical or related to the prior Total Disability, such Member shall be required to satisfy another Elimination Period and such Total Disabilities shall not be treated as continuous.

6. AMOUNT OF BENEFITS

(a) A member who is eligible for benefits under the Plan shall receive a monthly benefit equal to 66 2/3% of the Member's Pre-disability Monthly Salary. In no event shall a Member's monthly benefit under the Plan be less than fifty dollars (\$50) or more than three thousand dollars (\$3,000).

(b) Monthly benefits under the Plan shall be offset by the Member's income paid or payable from any of the following sources:

- (1) Social Security benefits (Primary and Dependents) for disability or retirement; or
- (2) Any state or federal statutory benefits;
- (3) Workers Compensation and disability payments required by law; or
- (4) Payments from the McKesson Corporation Retirement Plan and any other Company provided disability benefits, and any other disability payments under any group plan negotiated by or through any Employer or sponsoring entity.

(c) After a Member becomes eligible for and commences receiving benefits under the Plan, the amount thereof shall not be affected by subsequent increases in Social Security benefits or other benefits required by law.

(d) After a Member becomes eligible for and commences receiving benefits under the Plan, the benefit shall be adjusted for any subsequent decreases in Social Security or other legal disability benefits, but in no event shall such adjustment result in a monthly benefit in excess of 66 2/3% of the Member's Pre-disability Monthly Salary or three thousand dollars (\$3,000), whichever is lower.

(e) Valid claims are payable to the extent of assets available in the Trust established in connection with the Plan.

7. REHABILITATIVE EMPLOYMENT

PLAN-0009

A Member who is receiving benefits under the Plan may engage in Rehabilitative Employment with the consent of the Claims Administrator. Sixty percent (60%) of the Member's Earnings from

Rehabilitative Employment will be offset against the Member's benefits under the Plan. Rehabilitative Employment may continue for up to two years or until the Member's 65th birthday, whichever first occurs. Thereafter, benefits from this Plan will be discontinued.

8. ADMINISTRATION

The Plan Administrator is the Committee and has the responsibility for the general administration of the Plan and the responsibility for compliance with governmental reporting and disclosure requirements.

The Claims Administrator acting on behalf of the Plan Administrator has the responsibility of administering claims for benefits under the Plan. The Claims Administrator shall determine the eligibility of individual claimants for receipt of benefits, shall authorize payment of benefits and expenses, and shall review denials of claims for benefits.

9. CLAIMS FOR BENEFITS

All claims for plan benefits by a Member shall be in writing and filed with the local claims processor for submission to the Claims Administrator. Claims shall be made within one hundred twenty (120) days after the commencement of the Total Disability, unless failure to give such notice is due to reasonable cause. If for any reason a claim for benefits is denied, the Claims Administrator will provide the Member with a written reason for the denial. The Member may submit a request for reconsideration within sixty (60) days after receiving the denial. Any such request should be accompanied by documents or records in support of the appeal and given to the local claims processor for forwarding to the Claims Administrator. The Claims Administrator must then notify the Member of its decision within another sixty (60) days. The Member may further appeal an adverse decision to the Plan Administrator for final review. The Plan Administrator's decision will then be communicated to the Member within sixty (60) days.

10. GENERAL PROVISIONS

(a) Lump Sum Payments. No claim under the Plan may be resolved by lump sum payment without the consent of the Committee.

(b) Amendment and Termination. The Committee may at any time amend and the Board of Directors of the Company may at any time terminate the Plan; provided, however, that claims incurred under the Plan as of the effective date of such amendment or termination shall not be adversely affected thereby.

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PLAN-0012

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Addendum to McKesson Corporation
Employee's Long Term Disability Plan

Notwithstanding the provisions of Paragraph 2(b) and 3(d)(4) of the Plan, an "Employee" also means a person on the payroll of the Company who works at the Company's Headquarter's location, One or 150 Post Street, San Francisco, California, not less than one-half the usual full-time work schedule of the unit employing that person.

McKESSON CORPORATION

EMPLOYEES' LONG TERM DISABILITY BENEFIT PLAN

AS RESTATED

EFFECTIVE JANUARY 1, 1985

(ORIGINAL EFFECTIVE DATE: DECEMBER 1, 1976)

PLAN-0014

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EMPLOYEES' LONG TERM DISABILITY BENEFIT PLAN

AS RESTATED

EFFECTIVE JANUARY 1, 1985

(ORIGINAL EFFECTIVE DATE: DECEMBER 1, 1976)

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McKESSON CORPORATION
LONG TERM DISABILITY BENEFIT PLAN

The principal purpose of this Plan is to aid employees in the establishment of financial security for themselves in the event of disability. This Plan does not replace other benefit sources which are available to an employee during disability, such as Social Security, Workers' Compensation, or State Disability benefits. This Plan provides a benefit supplement, if necessary, to such other benefit sources, in order to assist employees in meeting their reasonable income needs while disabled.

This document will not affect the rights of any employees entitled to receive benefits under the terms of the prior plan on December 31, 1984.

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ARTICLE 1

DEFINITIONS

Whenever the following terms are used in the Plan, they shall have the meaning specified below unless the context clearly indicates to the contrary.

1.1 Company

"Company" shall mean McKesson Corporation and such of its subsidiaries as may receive the continuing consent of McKesson Corporation to participate in the Plan.

1.2 Plan Administrator

"Plan Administrator" shall mean the Employee Benefits Committee of the Company. The Plan Administrator shall also serve as the "named fiduciary" for purposes of satisfying the requirements of Section 402 of the Employee Retirement Income Security Act of 1974, and shall serve at the pleasure of the Company. The Plan Administrator may delegate specific administrative and fiduciary responsibilities to other parties.

1.3 Disability

"Disability" shall mean any physical or mental condition arising from an illness, pregnancy or injury which renders a Participant incapable of performing work. During the first thirty (30) months of Disability, a Participant must be unable to perform the work of his or her regular occupation or any reasonably related occupation, and must not, except as provided in Section 3.4, be performing work or services of any kind for remuneration. After thirty (30) months of Disability, a Participant must be unable to perform the work of any occupation for which he or she is or becomes reasonably qualified by training, education or experience, and, in addition, be receiving Social Security benefits on account of his or her disability.

1.4 Employee

"Employee" shall mean a person who is a regular, United States employee of the Company, whose customary work week is not less than the usual full-time work schedule of the unit in which he or she is employed, who is under the age of seventy (70), and who is not covered by a collectively bargained Health and Welfare Plan.

1.5 Basic Salary

"Basic Salary" shall mean:

- i) with respect to salaried and hourly employees, compensation paid for services rendered to the Company, but shall exclude bonuses, overtime and shift pay, premiums and all other forms of extra remuneration;
- ii) with respect to commissioned sales representatives of the Water Division of the Company, the average income of the assigned route during the previous calendar year, or, if such route was not in existence for all of such calendar year, the average of all other routes in the same district during such calendar year; and
- iii) with respect to all other commissioned sales representatives, base pay, commissions and payments pursuant to Company-sponsored incentive programs including prize winnings and the monetary equivalent (as determined by the Company) of merchandise and incentive points, but shall exclude any payments pursuant to supplier-sponsored incentive programs, reimbursed business expenses, car or territory allowances, moving expenses and all other forms of extra remuneration; for purposes of benefit determination, there shall be used the average of such Basic Salary received in the previous calendar year, except in the case of a Participant who was not an Employee during all of such calendar year, in which case a projection of such Basic Pay, as determined by the Company, shall be used.

For purposes of contribution and benefit determination a Participant may elect to cover i) only the first \$2,500 per month of Basic Salary, ii) the first \$5,000 per month of Basic Salary, or iii) the first \$10,000 per month of Basic Salary.

1.4 Employee

"Employee" shall mean a person who is a regular, United States employee of the Company, whose customary work week is not less than the usual full-time work schedule of the unit in which he or she is employed, who is under the age of seventy (70), and who is not covered by a collectively bargained Health and Welfare Plan.

1.5 Basic Salary

"Basic Salary" shall mean:

- i) with respect to salaried and hourly employees, compensation paid for services rendered to the Company, but shall exclude bonuses, overtime and shift pay, premiums and all other forms of extra remuneration;
- ii) with respect to commissioned sales representatives of the Water Division of the Company, the average income of the assigned route during the previous calendar year, or, if such route was not in existence for all of such calendar year, the average of all other routes in the same district during such calendar year; and
- iii)) with respect to all other commissioned sales representatives, base pay, commissions and payments pursuant to Company-sponsored incentive programs including prize winnings and the monetary equivalent (as determined by the Company) of merchandise and incentive points, but shall exclude any payments pursuant to supplier-sponsored incentive programs, reimbursed business expenses, car or territory allowances, moving expenses and all other forms of extra remuneration; for purposes of benefit determination, there shall be used the average of such Basic Salary received in the previous calendar year, except in the case of a Participant who was not an Employee during all of such calendar year, in which case a projection of such Basic Pay, as determined by the Company, shall be used.

For purposes of contribution and benefit determination a Participant may elect to cover i) only the first \$2,500 per month of Basic Salary, ii) the first \$5,000 per month of Basic Salary, or iii) the first \$10,000 per month of Basic Salary.

ARTICLE 1
DEFINITIONS

Whenever the following terms are used in the Plan, they shall have the meaning specified below unless the context clearly indicates to the contrary.

1.1 Company

"Company" shall mean McKesson Corporation and such of its subsidiaries as may receive the continuing consent of McKesson Corporation to participate in the Plan.

1.2 Plan Administrator

"Plan Administrator" shall mean the Employee Benefits Committee of the Company. The Plan Administrator shall also serve as the "named fiduciary" for purposes of satisfying the requirements of Section 402 of the Employee Retirement Income Security Act of 1974, and shall serve at the pleasure of the Company. The Plan Administrator may delegate specific administrative and fiduciary responsibilities to other parties.

1.3 Disability

"Disability" shall mean any physical or mental condition arising from an illness, pregnancy or injury which renders a Participant incapable of performing work. During the first thirty (30) months of Disability, a Participant must be unable to perform the work of his or her regular occupation or any reasonably related occupation, and must not, except as provided in Section 3.4, be performing work or services of any kind for remuneration. After thirty (30) months of Disability, a Participant must be unable to perform the work of any occupation for which he or she is or becomes reasonably qualified by training, education or experience, and, in addition, be receiving Social Security benefits on account of his or her disability.

1.6 Participant

"Participant" shall mean an Employee whose participation becomes effective in accordance with the provisions of Section 2.2

1.7 Plan

"Plan" shall mean the McKesson Corporation Employees' Long Term Disability Benefit Plan, as herein set forth, and as it may be amended from time to time.

1.8 Physician

"Physician" shall mean a licensed doctor of medicine (M.D.), doctor of osteopathy (D.O.), or other licensed practitioner of the healing arts operating within the scope of his or her practice and under the laws of the practitioner's jurisdiction.

1.9 Plan Year

"Plan Year" shall mean the twelve (12) month period beginning on April 1.

1.10 Trust Fund

"Trust Fund" shall mean the Participant and Company contributions which are held by the Trustee, increased by any earnings or appreciation, and decreased by any loss, taxes, administrative expense or payments made under the Plan.

1.11 Trustee

"Trustee" shall mean the trustee of the Trust Fund.

ARTICLE 2
PARTICIPATION

2.1 Eligibility for Participation

An Employee shall be eligible to participate on the day he or she becomes an Employee.

2.2 Election to Participate

An eligible Employee may become a Participant by filing with the Plan Administrator written notice of election in conformance with procedures prescribed by the Plan Administrator.

Participation shall become effective

- A) on the date of eligibility, if the notice of election is filed on or before such date;
- B) on the date that the notice is filed, if that date is within thirty-one (31) days following the date of eligibility; or
- C) on the date on which the Plan Administrator determines that the Employee is acceptable for participation (such acceptability to be based on satisfactory evidence of good health submitted by the Employee in accordance with procedures established by the Plan Administrator), if the notice is filed either more than thirty-one (31) days following the date of eligibility, or following voluntary cessation of participation by the Employee;

provided, however, that if an Employee is not actively at work on a full-time basis on the date that his or her participation would otherwise become effective, his or her participation will be deferred until the date on which he or she returns to active work on a full-time basis.

The Plan Administrator may, from time to time, allow an "open enrollment" of eligible Employees who have not previously elected to participate in the Plan. Rules and procedures applicable to any such open enrollment shall be prescribed by the Plan Administrator.

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2.3 Cessation of Participation

A Participant shall automatically cease to participate in the Plan upon the earliest of the following dates:

- A) the date he or she ceases to be a regular full-time employee working 100% of the normal work schedule;
- B) the date he or she becomes covered by a collectively bargained Health and Welfare plan;
- C) the date he or she fails to pay the required contribution;
- D) the date he or she voluntarily discontinues coverage;
- E) the date he or she enters military service;
- F) the date his or her employment terminates;
- G) the date the Plan is discontinued.

ARTICLE 3

ELIGIBILITY FOR BENEFITS

3.1 Elimination Period

A Participant who sustains a Disability shall, subject to the provisions of the Plan, become eligible to receive the benefit described in Section 4.1 only after such Disability shall have continuously existed for a period of one hundred eighty (180) days.

Successive periods of Disability separated by less than ninety (90) consecutive days of active work on a full-time basis shall be considered one period of Disability, unless the subsequent Disability is due to an illness or injury entirely unrelated to the cause of the previous Disability, and commences after return to active work with the Company on a full-time basis for at least one day.

3.2 Disability Determination

Pursuant to procedures established by the Plan Administrator, a determination shall be made whether a Disability exists with respect to a Participant on the basis of objective medical evidence.

3.3 Exclusions and Limitations

No Participant shall be entitled to a Disability benefit if his or her Disability arises out of, relates to, is caused by or results from the following:

- A) an intentionally self-inflicted injury;
- B) an illness or injury to which a contributing cause was his or her commission or attempted commission of a felony, or his or her engagement in an illegal occupation;
- C) an illness or injury due to war or any act of war, declared or undeclared, insurrection, rebellion or participation in a riot;

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